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July 1, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

Fax: 914-390-4073 (White Plains, NY)

Dear Judge Drain,

I am writing to you to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11.

Please do not allow the termination of severance payment to Delphi salaried employees upon the closing date (emergence date). We had a contract presented to us by Delphi and signed as part of our Separation Agreement. I waived certain rights (Release of Claims) in exchange for a separation payment. The separation payment was originally supposed to be a lump sum on the effective date (May 1, 2009), but was modified to be spread out over monthly payments, of which will not be satisfied until November, 2009. This contract was entered into on March 2, 2009 during the bankruptcy and would be considered a contract liability, not a Delphi benefit.

I have a valid, binding legal contract with Delphi and I expect it to be satisfied in full. I was forced by other decisions made by this bankruptcy court to undergo serious life changing actions already. The deferred compensation of life insurance, medical coverage, dental coverage and optical care have been taken away! I worked for 15 years for GM prior to the forced Delphi IPO split (a total of just less than 25 years for GM/Delphi Packard Electric Systems). I was forced into early retirement and my life plans were destroyed! My pension is in jeopardy. By my many years of dedicated service to Delphi/GM, I earned these compensations. They have been vaporized by this bankruptcy. Do not allow another miscarriage of justice by cheating us out of our separation payments.

Thank you for your legal decision not to cancel my severance payments.

Sincerely,
Donald Tay Bice